



**CENTRAL PARC
COMMUNITY DEVELOPMENT
DISTRICT**

**SARASOTA COUNTY
REGULAR BOARD MEETING
APRIL 16, 2020
2:00 P.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.centralparccdd.org

561.630.4922 Telephone

877.SDS.4922 Toll Free

561.630.4923 Facsimile

AGENDA
CENTRAL PARC
COMMUNITY DEVELOPMENT DISTRICT
Dial In (877) 402-9753 Access Code 2236281
REGULAR BOARD MEETING
April 16, 2020
2:00 P.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. March 20, 2020 Organizational Board Meeting.....Page 2
- G. Old Business
- H. New Business
 - 1. Consider Approval of Preliminary Methodology Report.....Page 14
 - 2. Consider Resolution No. 2020-22 – Declaring Assessments.....Page 15
 - 3. Consider Resolution No. 2020-23 – Setting Public Hearing on Assessments.....Page 39
 - 4. Consider Approval Interim Engineering Services Agreement.....Page 41
- I. Administrative Matters
- J. Board Members Comments
- K. Adjourn

**CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF REGULAR BOARD MEETING**

Please be advised that the Florida Governor's Office has declared a state of emergency due to the Coronavirus (COVID-19). As reported by the Center for Disease Control and World Health Organization, COVID-19 can spread from person-to-person through small droplets from the nose or mouth, including when an individual coughs or sneezes.

These droplets may land on objects and surfaces. Other people may contract COVID-19 by touching these objects or surfaces, then touching their eyes, nose or mouth.

Therefore, merely cleaning facilities, while extremely important and vital in this crisis, may not be enough to stop the spread of this virus. Older adults, those with weakened immune systems and others who desire to minimize potential exposure to COVID-19 may want to avoid physical attendance at the District's meeting.

NOTICE IS HEREBY GIVEN that the Board of Supervisors ("Board") of the Central Parc Community Development District ("District") will hold a Regular Board Meeting of the Board of Supervisors on April 16, 2020, at 2:00 p.m. to be conducted by the following means of communications media technology, telephonic conferencing, pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020, and March 20, 2020, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes. A limited number of persons may attend this Board Meeting in the offices of Special District Services, Inc., 19503 S. West Villages Parkway, #A4, Venice, Florida 34293; at this location no more than 10 persons may be present at any one time. The meeting is being held for the necessary public purpose of considering any business that may properly come before it.

While it is necessary to hold the above referenced meeting of the District's Board of Supervisors utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. Toward that end, anyone wishing to listen and participate at the appropriate time in the meeting can do so telephonically at 1-877-402-9753 Passcode 2236281. Additionally, participants are encouraged to submit questions and comments to the District Manager in advance at wcrosley@sdsinc.org to facilitate the Board's consideration of such questions and comments during the meeting.

A copy of the agenda may be obtained at the offices of the District Manager, Special District Services, Inc., 19503 S. West Villages Parkway, #A4, Venice, Florida 34293 ("District Manager's Office") during normal business hours.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued to a date, time, and place to be specified on the record at such meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the meeting because of a disability or physical impairment should contact the District Manager's Office at (941) 244-2703 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meetings is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. Meetings may be cancelled from time to time without advertised notice.

www.centralparccdd.org

PUBLISH: Sarasota Herald Tribune 04/07/20

**CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT
ORGANIZATIONAL BOARD MEETING
MARCH 20, 2020**

A. CALL TO ORDER

The Organizational Board Meeting of the Central Parc Community Development District (the “District”) was called to order at 10:05 a.m. in a Conference Room located at 19503 S. West Villages Parkway, #A-4, Venice, Florida 34293.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed that notice of the Organizational Board Meeting had been published in the *Sarasota Herald Tribune* on March 11, 2020, as legally required.

C. SEAT NEW BOARD MEMBERS (FROM ORDINANCE)

Mark Gerenger, Michael Graves and Richard Dowling took their seats as Board Members appointed by the City of North Port City Commission in Ordinance No. 2020-04.

Dee Kirby and Kim Fields were not physically present.

D. ADMINISTER OATHS OF OFFICE

William Crosley, Notary Public in the State of Florida, administered the Oath of Office to Mark Gerenger, Michael Graves, & Richard Dowling.

E. REVIEW BOARD MEMBER RESPONSIBILITIES AND DUTIES

Mr. Crosley explained to the newly sworn in Board Members that they are public officials and are subject to State Ethics Laws, Sunshine Laws and public records requests. He further explained their role as Board Supervisors.

F. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance:

Mark Gerenger, Michael Graves and Richard Dowling.

Dee Kirby and Kim Fields were present by phone, but not participating in any votes.

Also in attendance were William Crosley and Todd Wodraska (via phone) of Special District Services, Inc.; Attorney Mike Eckert of Hopping, Green & Sams (via phone); District Engineer Peter VanBuskirk of Kimley Horn (via phone); Bond Counsel Misty Taylor of Bryant Miller Olive P.A. (via phone); Investment Banker Brett Sealy & Sarah Zare of MBS Capital Markets, LLC (both via phone); Trustee Robert Hedgecock of U.S. Bank (via phone); and Developer Counsel Charlie Bailey of Williams Parker (via phone).

G. CONSIDER RESOLUTION NO. 2020-01 – APPOINTING OFFICERS

Mr. Crosley presented Resolution No. 2020-01, entitled:

RESOLUTION 2020-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF CENTRAL PARC
COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING
FOR AN EFFECTIVE DATE.**

After discussion, a **motion** was made by Mr. Gerenger, seconded by Mr. Dowling and passed unanimously appointing the following officers to the District, thereby adopting Resolution No. 2020-01, as follows:

Chairman - Mark Gerenger
Vice Chair - Michael Graves
Secretary - William Crosley
Assistant Secretary - Todd Wodraska
Treasurers - William Crosley and Todd Wodraska

H. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

I. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no members of the public present.

J. NEW BUSINESS

1. Consider Appointment of District Manager

A proposed District management agreement with Special District Services, Inc. was presented.

A **motion** was made by Mr. Gerenger, seconded by Mr. Dowling and unanimously passed approving the proposed District Management Agreement for Services and appointing Special District Services, Inc. as the District's Manager.

2. Consider Appointment of District General Counsel

Mr. Eckert presented a proposed engagement and fee agreement for Hopping, Green & Sams PA.

A **motion** was made by Mr. Gerenger, seconded by Mr. Graves and unanimously passed approving the engagement and fee agreement and appointing Hopping, Green & Sams PA as the District's General Counsel.

3. Consider Appointment of Interim District Engineer

Mr. VanBuskirk presented a proposal for professional engineering and surveying services.

A **motion** was made by Mr. Gerenger, seconded by Mr. Dowling and unanimously passed authorizing an interim agreement for professional engineering and surveying services, with Kimley-Horn for an amount not to exceed \$35,000.

4. Authorization to Issue RFQ for Engineering Services

A **motion** was made by Mr. Gerenger, seconded by Mr. Dowling and unanimously passed authorizing staff to issue the RFQ for Engineering Services under CCNA as soon as possible and to bring it back to the Board at a future meeting.

5. Consider Appointment of Investment Banker

Mr. Sealy presented the agreement proposing MBS Capital Markets, LLC as the District's Investment Banker.

A **motion** was made by Mr. Gerenger, seconded by Mr. Dowling and unanimously passed approving MBS Capital Markets, LLC as the District's Investment Banker, as presented.

6. Consider Appointment of Trustee

Mr. Hedgecock presented the agreement proposing U.S. Bank as the District's Trustee.

A **motion** was made by Mr. Gerenger, seconded by Mr. Dowling and unanimously passed approving U.S. Bank as the District's Trustee, as presented.

7. Consider Resolution No. 2020-02 – Designating a Registered Agent and Office

Mr. Eckert presented Resolution No. 2020-02, entitled:

RESOLUTION 2020-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

A **motion** was made by Mr. Gerenger, seconded by Mr. Graves and passed unanimously to adopt Resolution No. 2020-02, designating Hopping Green & Sams, P.A., 119 South Monroe Street, Suite 300, Tallahassee, Florida 32301 as Registered Office and Michael C. Eckert of the same address as the Registered Agent, as presented.

8. Consider Resolution No. 2020-03 – Authorizing Recording of the Notice of Establishment

Resolution No. 2020-03 was presented, entitled:

RESOLUTION 2020-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING OR

RATIFYING, CONFIRMING AND APPROVING THE RECORDING OF THE NOTICE OF ESTABLISHMENT FOR THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT.

A **motion** was made by Mr. Gerenger, seconded by Mr. Graves and passed unanimously approving Resolution No. 2020-03, as presented.

9. Consider Resolution No. 2020-04 – Designating Local Records Office

Resolution No. 2020-04 was presented, entitled:

RESOLUTION 2020-04

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT; DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Gerenger, seconded by Mr. Dowling and passed unanimously to adopt Resolution No. 2020-04.

10. Consider Resolution No. 2020-05 – Adopting Records Retention Policy

Resolution No. 2020-05 was presented, entitled:

RESOLUTION 2020-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

A **motion** was made by Mr. Graves, seconded by Mr. Dowling and passed unanimously to adopt Resolution No. 2020-05. The Board selected the option to keep all records until further Board action.

11. Consider Resolution No. 2020-06 – Designating a Public Comment Period

Resolution No. 2020-06 was presented, entitled:

RESOLUTION 2020-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY

**INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM;
ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND
AN EFFECTIVE DATE.**

A **motion** was made by Mr. Gerenger, seconded by Mr. Dowling and passed unanimously to adopt Resolution No. 2020-06, as presented.

12. Consider Resolution No. 2020-07 – Adopting a Legal Defense Policy

Resolution No. 2020-07 was presented, entitled:

RESOLUTION 2020-07

**A RESOLUTION SETTING FORTH THE POLICY OF THE CENTRAL PARC
COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH
REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF
SUPERVISORS, DISTRICT OFFICERS, AND RETAINED STAFF; AND
PROVIDING FOR AN EFFECTIVE DATE.**

A **motion** was made by Mr. Dowling, seconded by Mr. Graves and passed unanimously to adopt Resolution No. 2020-07, as presented.

13. Consider Authorization to Obtain General Liability and Public Officers' Insurance

A **motion** was made by Mr. Graves, seconded by Mr. Dowling and passed unanimously authorizing the District Manager to obtain general liability and public officers' insurance up to the budgeted amount, as presented.

**14. Consider Resolution No. 2020-08 – Authorizing Chairman to Execute Plats, Permits
and Conveyances**

Resolution No. 2020-08 was presented, entitled:

RESOLUTION 2020-08

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL
PARC COMMUNITY DEVELOPMENT DISTRICT GRANTING THE
CHAIRPERSON THE AUTHORITY TO EXECUTE REAL AND PERSONAL
PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND
OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE
DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF
SUCH AUTHORIZATION; PROVIDING FOR SEVERABILITY AND AN
EFFECTIVE DATE.**

A **motion** was made by Mr. Graves, seconded by Mr. Dowling and unanimously passed adopting Resolution No. 2020-08, authorizing the Chairman to execute plats, permits and conveyances.

**15. Consider Resolution No. 2020-09 – Setting the Fiscal Year 2019/2020 Regular Meeting
Schedule and Location**

Resolution No. 2020-09 was presented, entitled:

RESOLUTION NO. 2020-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2019/2020 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Gerenger, seconded by Mr. Dowling and passed unanimously adopting Resolution No. 2020-09, setting the Fiscal Year 2019/2020 Regular Meeting Schedule for 2:00 p.m. on the third Thursday of every month, beginning in April, 2020 at the offices located at 19503 S. West Villages Parkway, #A4, Venice, Florida 34293.

16. Consider Resolution No. 2020-10 – Ordering and Calling for Initial Landowners’ Meeting and Public Notice Thereof

Resolution No. 2020-10 was presented, entitled:

RESOLUTION 2020-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR LANDOWNERS’ MEETING OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

A **motion** was made by Mr. Gerenger, seconded by Mr. Dowling and unanimously passed adopting Resolution No. 2020-10, as presented, setting April 16, 2020, at 2:00 p.m. for the Initial Landowners’ Meeting at the offices located at 19503 S. West Villages Parkway, #A4, Venice, Florida 34293.

17. Consider Resolution No. 2020-11 – Approving a Proposed Fiscal Year 2019/2020 Annual Budget and Setting a Public Hearing Date for Final Adoption

Resolution No. 2020-11 was presented, entitled:

RESOLUTION 2020-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT APPROVING THE REMAINDER OF THE PROPOSED BUDGET FOR FISCAL YEAR 2019/2020 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING FOR AN EFFECTIVE DATE.

A **motion** was made by Mr. Graves, seconded by Mr. Dowling and passed unanimously adopting Resolution No. 2020-11, as presented, setting the Public Hearing for June 18, 2020, at 2:00 p.m. at the offices located at 19503 S. West Villages Parkway, #A4, Venice, Florida 34293.

18. Consider Funding Agreement for Fiscal Year 2019/2020

Mr. Eckert presented the agreement and recommended approval.

A **motion** was made by Mr. Gerenger, seconded by Mr. Dowling and passed unanimously approving the Funding Agreement for Fiscal Year 2019/2020, as presented.

19. Consider Resolution No. 2020-12 – Setting a Public Hearing on the Rules of Procedure

Resolution No. 2020-12 was presented, entitled:

RESOLUTION 2020-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE

A **motion** was made by Mr. Gerenger, seconded by Mr. Dowling and passed unanimously setting the Public Hearing for June 18, 2020, at 2:00 p.m. in the offices located at 19503 S. West Villages Parkway, #A4, Venice, Florida 34293.

20. Consider Resolution No. 2020-13 – Setting a Public Hearing for Notice of Intent to Use the Uniform Method of Collection

Resolution No. 2020-13 was presented, entitled:

RESOLUTION 2020-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, *FLORIDA STATUTES*; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Gerenger, seconded by Mr. Graves and passed unanimously adopting Resolution No. 2020-13, as presented, setting the Public Hearing for June 18, 2020, at 2:00 p.m. in the offices located at 19503 S. West Villages Parkway, #A4, Venice, Florida 34293.

21. Consider Resolution No. 2020-14 – Designating a Qualified Public Depository

Resolution No. 2020-14 was presented, entitled:

RESOLUTION 2020-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE DISTRICT; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO EXECUTE AND DELIVER ANY AND ALL FINANCIAL REPORTS REQUIRED BY RULE, STATUTE, LAW, ORDINANCE OR REGULATION; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Gerenger, seconded by Mr. Graves, and unanimously passed adopting Resolution No. 2020-14, designating Seacoast National Bank as the public depository for the District.

22. Consider Resolution No. 2020-15 – Establishing CDD Checking Account and Signers

Resolution No. 2020-15 was presented, entitled:

RESOLUTION 2020-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT DIRECTING SPECIAL DISTRICT SERVICES, INC., TO ESTABLISH A LOCAL BANK ACCOUNT AT SEACOAST NATIONAL BANK FOR THE DISTRICT AND APPOINT TODD WODRASKA, JASON PIERMAN, AND PATRICIA LASCASAS, AS SIGNORS ON THE ACCOUNT AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Gerenger, seconded by Mr. Dowling and passed unanimously adopting Resolution No. 2020-15, as presented, establishing a checking account and authorizing Todd Wodraska, Jason Pierman, Patricia LasCasas and William Crosley as account signers.

23. Consider Resolution No. 2020-16 – Adopting Alternative Investment Guidelines

Resolution No. 2020-16 was presented, entitled:

RESOLUTION 2020-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ALTERNATIVE INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNTS NEEDED TO MEET CURRENT OPERATING EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), *FLORIDA STATUTES*, AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Gerenger, seconded by Mr. Graves and unanimously passed adopting Resolution No. 2020-16, as presented.

24. Consider Resolution No. 2020-17 – Adopting Prompt Payment Policy

Resolution No. 2020-17 was presented, entitled:

RESOLUTION 2020-17

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Dowling, seconded by Mr. Gerenger and passed unanimously adopting Resolution No. 2020-17, as presented.

25. Consider Resolution No. 2020-18 – Approving a Statewide Mutual Aid Agreement

Resolution No. 2020-18 was presented, entitled:

RESOLUTION NO. 2020-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A **motion** was made by Mr. Graves, seconded by Mr. Dowling and passed unanimously adopting Resolution No. 2020-18, as presented.

26. Consider Resolution No. 2020-19 – Appointing Bond Counsel

Resolution No. 2020-19 was presented, entitled:

RESOLUTION 2020-19

RESOLUTION APPOINTING BOND COUNSEL IN CONTEMPLATION OF THE ISSUANCE OF CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS AND PROVIDING FOR AN EFFECTIVE DATE

A **motion** was made by Mr. Gerenger, seconded by Mr. Graves and passed unanimously appointing Bryant Miller & Olive as the District's Bond Counsel.

27. Consider Bond Financing Team Funding Agreement

A **motion** was made by Mr. Gerenger, seconded by Mr. Dowling and passed unanimously approving the Bond Financing Team Funding Agreement, as presented.

28. Consider Resolution No. 2020-20 – Adopting a Travel Reimbursement Policy

Resolution No. 2020-20 was presented, entitled:

RESOLUTION 2020-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

A **motion** was made by Mr. Graves, seconded by Mr. Gerenger and passed unanimously adopting Resolution No. 2020-20, as presented.

29. Consider Approval of Preliminary Report of Engineer

Mr. VanBuskirk presented the preliminary engineer's report for the District's Capital Improvement Plan on behalf of Kimley Horn.

A **motion** was made by Mr. Graves, seconded by Mr. Dowling and passed unanimously approving the Preliminary Report of the Engineer. Any contract with Florida Power and Light are through the District and street lights are anticipated to be leased and owned by FPL.

30. Consider Approval of Master Special Assessment Methodology Report

This item was deferred to the next meeting.

31. Consider Resolution 2020-21 – Authorizing the Issuance of Bonds

Resolution No. 2020-21 was presented, entitled:

RESOLUTION NO. 2020-21

A RESOLUTION OF CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$31,000,000.00 AGGREGATE PRINCIPAL AMOUNT OF CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT BONDS, IN ONE OR MORE SERIES, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION AND/OR ACQUISITION BY THE DISTRICT OF THE PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES PERMITTED BY THE PROVISIONS OF CHAPTER 190, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCE CREATING THE DISTRICT; APPROVING A FORM OF A MASTER TRUST INDENTURE; APPROVING AND APPOINTING A TRUSTEE; AUTHORIZING THE COMMENCEMENT OF VALIDATION PROCEEDINGS RELATING TO THE FOREGOING BONDS; AUTHORIZING AND APPROVING OTHER MATTERS RELATING TO THE FOREGOING BONDS; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Gerenger, seconded by Mr. Graves and passed unanimously adopting Resolution No. 2020-21, amended to reflect a maximum amount of bonds not to exceed \$31,000,000.00.

32. Consider Resolution No. 2020-22 – Declaring Assessments

This item was deferred to the next meeting.

33. Consider Resolution No. 2020-23 – Setting a Public Hearing on Assessments

This item was deferred to the next meeting.

34. Consider Compensation for Board Members

A **motion** was made by Mr. Gerenger, seconded by Mr. Graves and passed unanimously for Board Members to not receive compensation.

K. ADMINISTRATIVE MATTERS

A **motion** was made by Mr. Gerenger, seconded by Mr. Graves and passed unanimously authorizing the District Manager to change the Landowners' Meeting date to May in the event a legal advertisement is not able to be published in order to satisfy the statute requirements for an April meeting date.

It was noted that the next meeting is April 16, 2020, at 2:00 p.m. at the offices of 19503 S. West Villages Parkway, #A4, Venice, Florida 34293.

The Board was reminded to fill out Form 1 and submit it to the local Supervisor of Elections in the county in which you reside.

L. BOARD MEMBER COMMENTS

There were no comments from the Board Members.

M. ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 11:04 a.m. on a **motion** made by Mr. Dowling, seconded by Mr. Graves and passed unanimously.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

**CONSIDER APPROVAL OF
PRELIMINARY METHODOLOGY
REPORT**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**

RESOLUTION 2020-22

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Board of Supervisors (the “Board”) of the Central Parc Community Development District (the “District”) hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements (the “Improvements”) described in the District’s _____, dated _____, (“Engineer’s Report”) attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay the cost of the Improvements by special assessments pursuant to Chapter 190, *Florida Statutes* (the “Assessments”); and

WHEREAS, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the _____, dated _____, (“Master Assessment Methodology Report”) attached hereto as **Exhibit B** and incorporated herein by reference and on file at the office of the District Manager, c/o Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District Records Office”); and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefit to the property improved.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT:

1. Assessments shall be levied to defray a portion of the cost of the Improvements.
2. The nature and general location of, and plans and specifications for, the Improvements are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.
3. The total estimated cost of the Improvements is \$_____ (the "Estimated Cost").
4. The Assessments will defray approximately \$_____, which includes a portion of the Estimated Cost, plus financing-related costs, capitalized interest, a debt service reserve, and contingency.
5. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.
6. The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.
7. There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which shall be open to inspection by the public.
8. Commencing with the year in which the Assessments are levied and confirmed, the Assessments shall be paid in not more than thirty (30) annual installments. The Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.
9. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.
10. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the

Board and be heard as to the propriety and advisability of the assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

11. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Sarasota County and to provide such other notice as may be required by law or desired in the best interests of the District.

12. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 16th day of April, 2020.

ATTEST:

**CENTRAL PARC COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Engineer's Report, dated March 20, 2020

Exhibit B: Master Assessment Methodology Report, dated April 16, 2020

Exhibit A
Engineer's Report, dated March 20, 2020

[See attached]



ENGINEER'S REPORT

**CENTRAL PARC COMMUNITY
DEVELOPMENT DISTRICT**

City of North Port, Florida

Prepared for:

Board of Supervisors, Central Parc Community
Development District

Kimley»»Horn

ENGINEER'S REPORT
FOR THE
CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT
(CENTRAL PARC AT NORTH PORT PROJECT)

PREPARED FOR:

BOARD OF SUPERVISORS
CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.
1412 JACKSON ST., SUITE 2
FORT MYERS FL 33901

MARCH 20, 2020

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

ENGINEER'S REPORT – CENTRAL PARC AT NORTH PORT PROJECT

1. INTRODUCTION

The purpose of this report is to provide a description of the Capital Improvement Plan (the "Plan") and estimated costs of the Plan, for the Central Parc Community Development District. The Central Parc development consist of approximately 207.56 contiguous acres. The currently plan of development for the lands within the District provides master infrastructure for up to 600 residential units, including 22.59 acres of mixed use development which will include 100 multi-family residential units of the stated 600 residential units, 30,000 SF of medical office, 20,000 sf of neighborhood commercial, 80,000 sf of mini-storage, and 300 senior living beds. Infrastructure and improvements are to include a master stormwater system with ponds, potable water, sewer, re-use water for irrigation, roadways, lighting, hardscaping and landscaping. This report will also describe the capital improvements to be constructed and financed by the District and their probable construction cost. Financing and assessment methodology will be developed by the District's underwriter and assessment consultant.

In order to serve the residents and property owners of the District, the District is developing a Plan to allow it to finance, acquire, and construct these certain transportation, water, sewer, irrigation, and other facilities within and adjacent to the District. These improvements are required by or are consistent with the requirements of The City of North Port and other applicable regulatory and jurisdictional entities. This Engineer's report addresses the estimated overall construction costs of the proposed improvements. A brief description of each improvement is included in Section 3 of this report.

The Plan contained in this report reflects the present intentions of the District. The exact location of some facilities may change during the course of approval and implementation. These changes will not diminish or alter the benefits to be received by the land. The District retains the right to make reasonable adjustments in the Plan to meet the requirements of any governmental agency and at the same time provide the same or greater benefits to the land. Regulatory criteria will continue to evolve, and future changes may affect the implementation of the Plan, as it may be changed from time to time. The implementation of any improvement outlined within the Plan requires the final approval of the District's Board of Supervisors.

Costs contained in this report have been prepared based on actual construction costs where available and on estimates of costs using the best available information. It is possible that the estimated costs could vary based on final engineering and ultimate construction bids. A summary of the improvements to be funded and their cost estimates are included in Table 4.

2. GENERAL SITE DESCRIPTION

2.1 District Boundary. The Central Parc Community Development District is located in the area generally along Greenwood Avenue, between North Port Boulevard and South Sumter Boulevard, and south of Appomattox Drive, within the City of North Port, Florida. As noted in **Exhibit A**, the District's boundaries include approximately 207.56 acres of land located in the City of North Port Florida. The metes and bounds legal description of the boundary of the District is provided in **Exhibit B**

2.2 Property Served. The District is located in portions of Sections 28, 29, 32 and 33, Township 39 South, Range 21 East in Sarasota County, Florida. Prior to development of Central Parc, the property within the District boundary consists entirely of the former Sabal Trace Golf and Country Club which has been out of operation since 2015. The former golf course consists primarily of grassed open space, man-made ponds, an irrigation water storage tank, maintenance structures, a clubhouse and parking area. The site generally drains to the south and west. Elevations range from 7 feet to 25 feet NAVD88.

3. PROPOSED CENTRAL PARK AT NORTH PORT PROJECT

3.1 Summary of District Facilities and Services. The Plan intends to provide public infrastructure improvements for the lands within the District, which are planned for 228 residential single family detached and 272 attached villa homes and 22.59 acres of mixed-use. The mixed use lands located along the southern entrance on Greenwood Avenue will include 100 multifamily residential units, 30,000 SF of medical office, 20,000 sf of neighborhood commercial, 80,000 sf of mini-storage, and 300 senior living beds. The number and type of units described in this report for the mixed-use parcels are based on current approvals. Although the number of units is unlikely to change, the specific type of units may be subject to modification based on future market conditions and government approvals.

The proposed unit and phasing plan for the District is attached as **Exhibit C** to this report, and the Plan enumerates the proposed unit count, by type, for the District. The following charts show the planned product types and land uses for the District:

Table 1: Product Types

Residential Product Type	Quantity	Percentage
35' Villa Home Lots	272	45.3%
52' Single Family Detached Lots	228	38.0%
Multi-Family (Located in Mixed-Use)	100	16.7%
Total	600	100.0%
Commercial Product Type		Intensity
Medical Office		30,000 SF
Neighborhood Commercial		20,000 SF
Retail Storage (Mini-Storage)		80,000 SF
Total Square Footage		130,000 SF
Senior Living		300 Beds

Table 2: Land Use

Land Use	Area (ac)	Percentage
Stormwater Ponds	45.83	22.1%
Residential	73.26	35.3%
Mixed Use Multi-Family	10.00	4.8%
Mixed Use Non Residential	12.59	6.1%
Amenity Center	2.07	1.0%
Recreation Open Space	39.32	18.9%
ROW	24.49	11.8%
Total	207.56	100.0%

3.2 Construction Phasing. The Central Parc Community is scheduled to be constructed in multiple phases, as shown in Exhibit C. At present, these improvements are estimated to be made, acquired constructed, and or installed from 2020 to 2024.

4. DISTRICT INFRASTRUCTURE

4.1 Roadway Improvements. The Plan includes subdivision roads within the District. Generally, all roads will be two-lane undivided roads, except for 1,400 feet of two-lane divided roadway that will pass through the mixed-use area and serve as the main entrance to Central Parc. Such roads include the roadway asphalt, base, and subgrade, striping and signage and sidewalks within rights-of-way abutting non-lot lands. Sidewalks along residential lot frontages will be constructed by the homebuilders. All roads and sidewalks will be designed in accordance with City of North Port standards.

All internal roadways financed by the District will be retained by the District for ownership, operation, and maintenance. Alternatively, the developer may elect to finance the internal roads, gate them, and turn them over to a homeowner’s association for ownership, operation and maintenance (in such an event, the District would be limited to financing only utilities, conservation/mitigation and stormwater improvements behind such gated areas).

4.2 Stormwater Management System. The stormwater collection and outfall system is a combination of roadway curbs and gutter, curb inlets, pipe, control structures, swales and open ponds designed to treat and attenuate stormwater runoff from District lands and runoff from adjacent lands that have historically passed through the lands of Central Parc, formerly the Sabal Trace Golf and Country Club. The stormwater system within the project discharges to the Cocoplum Waterway and a swale leading to North Port Blvd, both within the Myakka River Watershed. The stormwater system will be designed consistent with the criteria established by the Southwest Florida Water Management District (SWFWMD) and the City of North Port. The Central Parc Community Development District will finance, own, operate, and maintain the stormwater system.

NOTE: No private earthwork is included in the PLAN. Accordingly, the District will not fund any costs of mass grading of lots.

4.3 Water and Wastewater Utilities. As part of the Plan, the District intends to construct and/or acquire water and wastewater infrastructure. In particular, the on-site water supply improvements include 12”, 10”, 8”, and 6” water mains that will be located within rights-of-way and used for potable water service.

Water main connections to the existing City of North Port water distribution system will be made at Appomattox Drive and Greenwood Avenue.

Wastewater improvements for the project will include an onsite 8" diameter gravity collection system, offsite and onsite 8" force main and an onsite lift station. The offsite force main connection to the existing City of North Port sewer collection system will be made at Appomattox Drive. The water distribution and wastewater collection systems for all phases will be completed by the District and then dedicated to the City of North Port for operation and maintenance.

4.4 Hardscape, Landscape, and Irrigation. The District will construct and/or install landscaping, irrigation and hardscaping within District common areas and rights-of-way. The irrigation re-use water distribution system will be constructed to provide service for irrigation throughout the community and will consist of a 12", 10", 8", 6", and 4" irrigation mains within the right of way and other District lands. There is an existing re-use main serving the property that will provide re-use water to the irrigation water storage lake. Re-sue water will then be pumped from this storage lake to the proposed on site irrigation water mains. Moreover, hardscaping will consist of entry features, front and rear entry access gates, a clock tower, park benches, wayfinding signage, and other monumentation.

The City of North Port (the City) has distinct design criteria requirements for planting and irrigation design. Therefore, this project will at a minimum meet those requirements but, in most cases, exceed the requirements with enhancements for the benefit of the community.

All such landscaping, irrigation and hardscaping will be owned, maintained, and funded by the District. Such infrastructure, to the extent that it is located in rights-of-way that will be owned by the City will be maintained pursuant to a right-of-way agreement to be entered into with the City. Only that portion of the reclaimed water main from North Port Boulevard to the storage lake will be dedicated to the City for operation.

4.5 Street Lights / Undergrounding of Electrical Utility Lines. The District intends to lease street lights through an agreement with Florida Power & Light (FPL) in which case the District would fund the street lights through an annual operations and maintenance assessment. As such, street lights are not included as part of the Plan.

The Plan includes the undergrounding of electrical utility lines within right-of-way and utility easements throughout the community. Any lines and transformers located in such areas would be owned by Florida Power & Light and not paid for by the District as part of the Plan.

4.6 Recreational Amenities. The District will not finance the construction of the clubhouse, pool, tennis courts, paddle ball courts and bocce courts. The District may or may not finance other amenities, parks and other common areas for the benefit of the District. These improvements will be funded, owned and maintained by the District. The District and Homeowners Association (HOA) may enter into subsequent maintenance and operation agreements for the other amenities at the discretion of both entities.

4.7 Environmental Conservation/Mitigation. There are 8.63 acres of forested and herbaceous wetland impacts associated with the proper construction of the District's infrastructure which will require 9.69 acres of wetland mitigation. The District will be responsible for the design, permitting, construction,

maintenance, and government reporting of the environmental mitigation. These costs are included within the Plan.

4.8 Professional Services. The Plan also includes various professional services. These include: (i) engineering, surveying and architectural fees, (ii) permitting and plan review costs, (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities, and (iv) legal.

4.9 Off-Site Improvements. Offsite improvements will include left and right turn lanes at the Greenwood Avenue entrance, a left turn lane at the Appomattox Drive entrance, and replacement of drainage pipes crossing Greenwood Drive. As noted, the District’s PLAN functions as a system of improvements benefitting all lands within the District.

All of the foregoing improvements are required by applicable development approvals. Note that there are no impact fee or similar credits available from the construction of any such improvements.

Table 3 shows the entity that will own, operate and maintain the various improvements of the Plan:

Table 3: Ownership and Operation of Improvements

Facility Description	Ownership	O&M Entity
Onsite Roadways	CDD	CDD
Stormwater Management	CDD	CDD
Utilities (Water, Sewer, Reclaim)	City	City
Hardscape/Landscape/Irrigation	CDD	CDD
Street Lighting	FPL	FPL
Undergrounding of Conduit	FPL	FPL
Recreational Amenities (excluding the clubhouse and associated improvements)	CDD	CDD
Environmental Conservation/Mitigation	CDD	CDD
Off-Site Roadway	City	City

Table 3 Key: CDD = Community Development District, City = City of North Port, FPL = Florida Power and Light Co.

5. PERMITTING/CONSTRUCTION COMMENCEMENT

At the time of this report, the status of all necessary permits for the construction of the Plan are as follows:

- SWFWMD Environmental Resource Permit (ERP) Status: Under Review
- City of North Port Subdivision Permit Status: Under Review
- City of North Port Infrastructure Permit Status: Under Review
- Florida Dept. of Environmental Protection (FDEP) Wastewater General Permit Status: Anticipated application in April of 2020.
- FDEP Water Main Extension General Permit Status: Anticipated application in April of 2020.

All applicable zoning, vesting, and concurrency requirements have been complied with for the Development. Letters of commitment for water and sewer have been received with services to be provided by the City of North Port Utilities.

It our firm’s opinion that there are no technical reasons existing at this time which would prohibit the implementation of the plans for the District subject to continued compliance with all conditions of the approved plans and permit issuance. The District Engineer hereby certifies that all permits necessary to complete the project either have been obtained or in its expert opinion, will be obtained as needed for the entire development. The District Engineer has no knowledge of any pending government action which would lead to a building moratorium for the project.

6. OPINION OF PROBABLE CONSTRUCTION COSTS

A summary of the probable construction costs for the District infrastructure is provided in Tables 4. Total estimated cost for District provided infrastructure is approximately \$25,333,595. Engineering and permitting costs, as well as a contingency, are included in the total cost. Costs do not include legal, administrative, financing, operation or maintenance costs.

Table 4: Probable Costs

Facility Description	CIP Costs
Clearing, Grubbing, and Earthwork	\$ 773,500.00
Stormwater Management	\$ 6,522,928.00
Utilities (Water, Sewer, Reclaim)	\$ 3,286,983.00
Roadways	\$ 2,138,130.00
Off-Site Master Improvements	\$ 104,000.00
Hardscape/Landscape/Irrigation	\$ 6,712,500.00
Environmental Conservation/Mitigation	\$ 339,500.00
Miscellaneous	\$ 153,000.00
Professional Services	\$ 1,500,000.00
Contingency (10%)	\$ 2,153,054.00
TOTAL	\$ 23,683,595.00

* The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated District expenditures that may be incurred.

7. SUMMARY AND CONCLUSION

The infrastructure, as outlined above, is necessary for the functional development of the District as required by the applicable independent unit of local government. The Plan will be designed in accordance with current governmental regulations and requirements. The Plan will serve its intended function so long as the construction is in substantial compliance with the design.

The cost estimates provided are reasonable to complete the required improvements and it is my professional opinion that the infrastructure improvements comprising the Plan will serve as a system of improvements that benefit and add value to all lands within the District. All such infrastructure costs are for public improvements or community facilities as set forth in Section 190.012(1) and (2) of the Florida Statutes.

The estimate of infrastructure construction costs is only an estimate and not a guarantee maximum price. The estimated costs are based on unit prices currently being experienced for ongoing and similar items of work in the City of North Port and quantities as represented on the construction plans. The labor market, future costs of equipment and materials, and the actual construction process are all beyond control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate. It is further our opinion that the improvement plan is feasible, that there are no technical reasons existing at this time that would prevent the implementation of the PLAN, and that it is reasonable to assume that all necessary regulatory approvals will be obtained in due course.

In sum, it is our opinion that: (1) the estimated cost to the public infrastructure set forth herein to be paid by the District is not greater than the lesser of the actual cost or fair market value of such infrastructure; (2) that the PLAN is feasible; and (3) that the assessable property within the District will receive a special benefit from the PLAN that is at least equal to such costs.

Please note that the PLAN as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the PLAN, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned 500 residential units and a mixed-use component consisting of 100 multi-family units and non-residential uses. Final number and type of units in the District, are subject to true-up determinations and may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.


Peter T. Van Buskirk, P.E. _____ Date _____
FL License No. 38859 STATE OF FLORIDA PROFESSIONAL ENGINEER

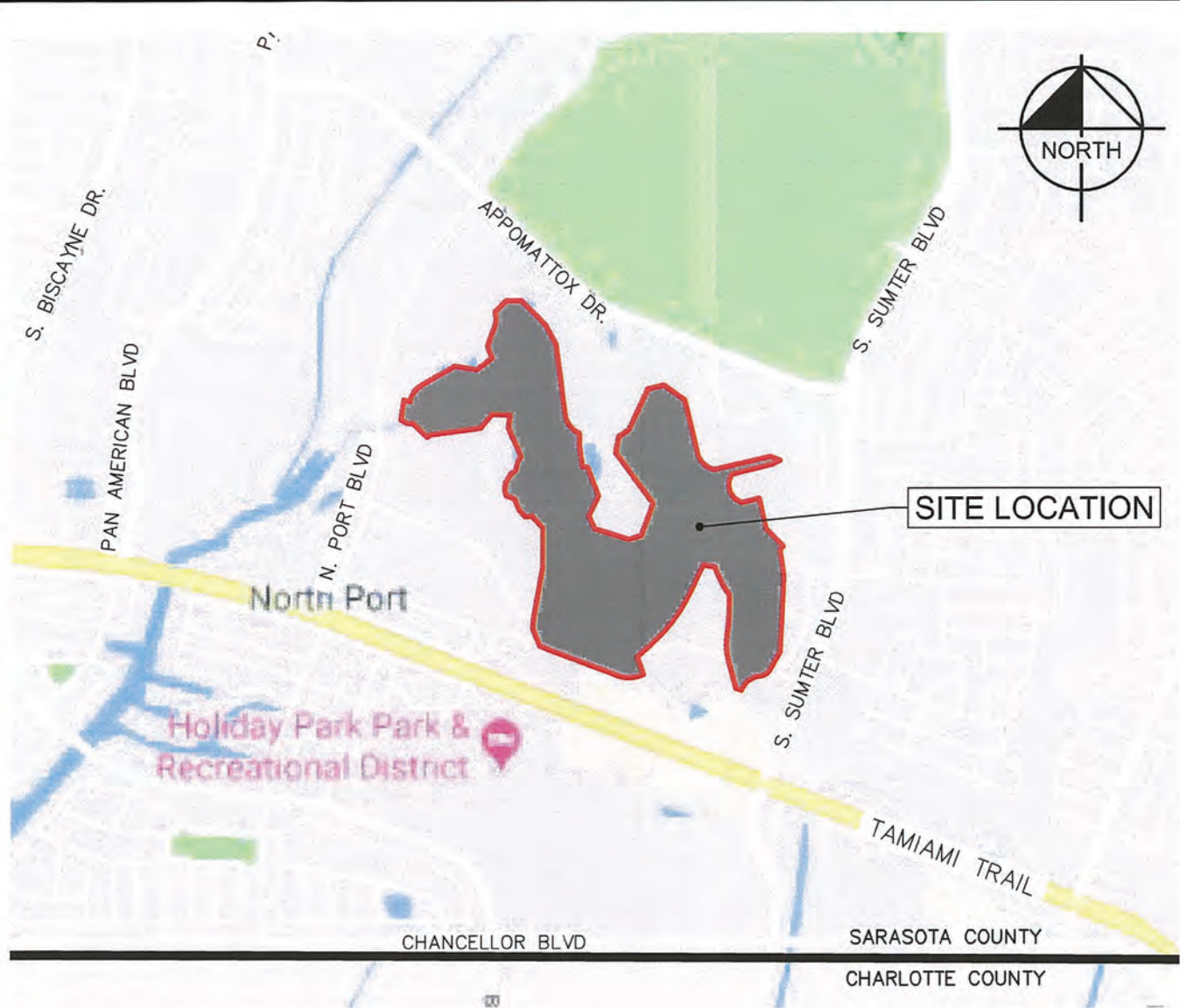
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Exhibit B: Legal Description
Exhibit C: Phase Plan & Lot Count

Drawing name: K:\FTM_Civil\148860000 - Sabal Trace\CAD\Exhibits\2019-06-26 Prepared for Central Parc a CDD\Exhibit A - Location Map.dwg 01 Mar 16, 2020 12:23pm by: Jonathan.Hart
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Review of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT
 TOTAL AREA = 207.56 ACRES

LEGEND

 CDD

SCALE 1" = 2000'	Kimley»Horn	DATE	LOCATION MAP	EXHIBIT A
DESIGNED BY JO		03/04/20		
DRAWN BY GB	© 2020 KIMLEY-HORN AND ASSOCIATES, INC. 1412 JACKSON STREET, SUITE 2, FORT MYERS, FL 33901 PHONE: 239-271-2650 FAX: 941-379-4352 WWW.KIMLEY-HORN.COM CA 00000696	PROJECT NO.	CENTRAL PARC AT NORTH PORT SARASOTA COUNTY, FLORIDA	
CHECKED BY JO		148860000		

EXHIBIT B

Legal Description

(4 Pages)

CENTRAL PARC CDD

PARCEL I

A PORTION OF SECTIONS 28, 29, 32 AND 33, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, PER PLAT THEREOF RECORDED IN PLAT BOOK 19 AT PAGES 32 AND 32-A THROUGH 32-C IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

THENCE S.21°12'00"W. A DISTANCE OF 80.00 FEET TO THE NORTHWESTERLY CORNER OF LOT 60, BLOCK ONE IN THE AFORESAID NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE;

THENCE CONTINUE S.21°12'00"W., ALONG THE WESTERLY BOUNDARY LINE OF SAID NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, A DISTANCE OF 233.67 FEET TO THE POINT OF BEGINNING;

THENCE S.13°38'52"E., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 674.01 FEET TO THE POINT OF CURVATURE OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, WITH THE CENTER POINT OF SAID CURVE BEARING N.76°21'08"E.;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID WESTERLY BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 65°22'48" A DISTANCE OF 313.80 FEET TO A POINT ON THE ARC OF SAID CURVE;

THENCE LEAVING THE ARC OF SAID CURVE, N.76°21'08"E., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 707.14 FEET;

THENCE S.67°08'07"E., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 128.83 FEET;

THENCE S.62°59'35"W., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 101.03 FEET;

THENCE S.76°21'08"W., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 511.42 FEET TO A POINT ON THE ARC OF A NON-TANGENT 225.00 FOOT RADIUS CURVE TO THE LEFT, WITH THE CENTER POINT BEARING S.52°35'23"E.;

THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 113°47'29", A DISTANCE OF 446.86 FEET TO A POINT ON THE ARC OF SAID CURVE; THENCE LEAVING THE ARC OF SAID CURVE, N.76°21'08"E., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 213.08 FEET;

THENCE S.13°38'52"E., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 330.63 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID SECTION 28, TOWNSHIP 39 SOUTH, RANGE 21 EAST BEARING S.89°31'55"E., A DISTANCE OF 802.10 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 28 WHICH IS COMMON TO THE SOUTHEAST CORNER OF SECTION 29, THE NORTHEAST CORNER OF SECTION 32 AND THE NORTHWEST CORNER OF SECTION 33 ALL IN SAID TOWNSHIP 39 SOUTH, RANGE 21 EAST;

THENCE CONTINUE S.13°38'52"E. ALONG SAID WESTERLY BOUNDARY OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE A DISTANCE OF 58.18 FEET;

THENCE S.44°30'00"E., ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 300.40 FEET TO THE SOUTHEASTERLY CORNER OF LOT 18, BLOCK ONE, AFORESAID NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE WHICH IS THE MOST NORTHERLY CORNER OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT THREE, PER PLAT THEREOF RECORDED IN PLAT BOOK 33, PAGES 50 AND 50A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG THE WESTERLY BOUNDARY OF SAID NORTH PORT CHARLOTTE COUNTRY CLUB UNIT THREE THE FOLLOWING 4 COURSES, S.45°30'00"W. A DISTANCE OF 60.00 FEET;

CENTRAL PARC CDD

THENCE S. 09°08'12"E. A DISTANCE OF 331.05 FEET;
THENCE S.02°52'43"W. A DISTANCE OF 931.00 FEET;
THENCE S.27°52'00"W. A DISTANCE OF 252.17 FEET TO THE POINT OF CURVATURE OF A
156.17 FOOT RADIUS CURVE TO THE RIGHT, WITH THE CENTER POINT OF SAID CURVE
BEARING N.62°08'00"W.;;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGLE OF 57°12'10", A DISTANCE OF 155.92 FEET TO A POINT OF REVERSE CURVATURE
WITH A 275.00 FOOT RADIUS CURVE TO THE LEFT, WITH THE CENTER POINT OF SAID
CURVE BEARING S.04°55'50"E.;;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY
BOUNDARY THROUGH A CENTRAL ANGLE OF 64°25'44" A DISTANCE OF 309.24 FEET TO
THE SOUTHWEST CORNER OF AFORESAID NORTH PORT CHARLOTTE COUNTRY CLUB
UNIT THREE WHICH IS ON THE NORTHERLY RIGHT-OF-WAY LINE OF GREENWOOD
AVENUE (100 FEET WIDE) AS PLATTED IN NORTH PORT CHARLOTTE COUNTRY CLUB UNIT
TWO, PER PLAT THEREOF RECORDED IN PLAT BOOK 26, PAGES 37 AND 37A THROUGH
37C, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.;;
THENCE N.69°21'34"W. , ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF
68.97 FEET TO THE SOUTHEAST CORNER OF BLOCK 3 IN SAID NORTH PORT CHARLOTTE
COUNTRY CLUB UNIT TWO;
THENCE ALONG THE BOUNDARY OF SAID BLOCK 3 THE FOLLOWING 12 COURSES,
N.15°29'25"W. A DISTANCE OF 361.35 FEET TO THE POINT OF CURVATURE OF A 685.00
FOOT RADIUS CURVE TO THE RIGHT WITH THE CENTER POINT BEARING N.74°30'35"E.;;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
21°28'36", A DISTANCE OF 256.76 FEET TO A POINT OF TANGENCY.;;
THENCE N.05°59'11"E. , A DISTANCE OF 117.89 FEET TO THE POINT OF CURVATURE OF A
3,000.00 FOOT RADIUS CURVE TO THE LEFT WITH THE CENTER POINT BEARING
S.84°00'49"E.;;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE
05°55'49", A DISTANCE OF 310.51 FEET TO A POINT OF TANGENCY.;;
THENCE N.00°03'22"E. A DISTANCE OF 132.71 FEET TO A POINT ON THE ARC OF A 1,260.00
FOOT RADIUS NON-TANGENT CURVE WITH THE CENTER POINT BEARING N.53°46'43"E.;;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGLE OF 17°18'44", A DISTANCE OF 380.72 FEET.;;
THENCE LEAVING THE ARC OF SAID CURVE N.79°14'40"W. A DISTANCE OF 148.65 FEET.;;
THENCE S.25°37'28"W. A DISTANCE OF 76.15 FEET TO A POINT ON THE EAST LINE OF
SECTION 32, TOWNSHIP 39 SOUTH, RANGE 21 EAST BEARING S.00°31'18"E. A DISTANCE OF
576.55 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 32 AS REFERENCED ON
THE AFORESAID RECORDED PLAT.;;
THENCE CONTINUE S.25°37'28"W. A DISTANCE OF 352.40 FEET TO THE POINT OF
CURVATURE OF A 1,800.00 FOOT RADIUS CURVE TO THE RIGHT, WITH A CENTER POINT
BEARING N.64°22'32"W.;;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGLE OF 21°25'11", A DISTANCE OF 672.92 FEET TO A POINT OF TANGENCY.;;
THENCE S.47°02'39"W. A DISTANCE OF 314.34 FEET.;;
THENCE S.19°12'49" E. A DISTANCE OF 229.37 FEET TO THE SOUTHWEST CORNER OF
AFORESAID BLOCK 3 ON THE NORTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE
AS SHOWN ON SAID RECORDED PLAT OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT
TWO.;;
THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE AS
DESCRIBED IN OFFICIAL RECORDS BOOK 1697, PAGES 929 AND 930, PUBLIC RECORDS OF
SARASOTA COUNTY, FLORIDA THE FOLLOWING 3 COURSES S.70°47'11"W. A DISTANCE OF
69.44 FEET TO THE POINT OF CURVATURE OF A 350.00 FOOT RADIUS CURVE TO THE
RIGHT WITH THE CENTER POINT BEARING N.19°12'49"W.;;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
39°53'10" A DISTANCE OF 243.65 FEET TO A POINT OF TANGENCY.;;
THENCE N.69°19'39"W. A DISTANCE OF 1041.94 FEET.;;

CENTRAL PARC CDD

THENCE LEAVING THE RIGHT-OF-WAY OF GREENWOOD AVENUE N.22°14'25"W. A DISTANCE OF 232.52 FEET;
THENCE N.05°09'40"E. A DISTANCE OF 133.96 FEET;
THENCE N.09°47'12"E. A DISTANCE OF 637.41 FEET;
THENCE N.00°27'44"W. A DISTANCE OF 252.77 FEET;
THENCE N.00°07'11"W. A DISTANCE OF 230.00 FEET;
THENCE N.42°58'51 "W. A DISTANCE OF 196.78 FEET;
THENCE S.89°14'59"W. A DISTANCE OF 85.60 FEET;
THENCE N.42°12'50"W. A DISTANCE OF 109.58 FEET;
THENCE N.23°18'07"W. A DISTANCE OF 150.51 FEET;
THENCE N.65°05'38"W. A DISTANCE OF 109.88 FEET;
THENCE N.20°00'36"W. A DISTANCE OF 69.50 FEET;
THENCE N.05°33'24"E. A DISTANCE OF 92.98 FEET;
THENCE N.31°38'55"E. A DISTANCE OF 122.29 FEET;
THENCE N.51°57'16"E. A DISTANCE OF 77.05 FEET;
THENCE N.14°47'40"E. A DISTANCE OF 125.91 FEET;
THENCE N.38°14'00"E. A DISTANCE OF 60.72 FEET;
THENCE N.24°07'41"W. A DISTANCE OF 386.77 FEET;
THENCE N.05°55'09"E. A DISTANCE OF 164.43 FEET;
THENCE N.88°58'08"W. A DISTANCE OF 227.04 FEET;
THENCE S.39°01'51 "W. A DISTANCE OF 217.73 FEET;
THENCE S.82°22'06"W. A DISTANCE OF 608.57 FEET;
THENCE S.89°17'43"W. A DISTANCE OF 28.34 FEET;
THENCE S.44°21'26"W. A DISTANCE OF 50.00 FEET;
THENCE N.45°48'39"W. A DISTANCE OF 249.21 FEET;
THENCE S.89°59'18"W. A DISTANCE OF 69.98 FEET;
THENCE N.62°19'34"W. A DISTANCE OF 87.07 FEET TO A POINT ON THE ARC OF A 3,136.58 FOOT RADIUS CURVE WITH THE CENTER POINT BEARING S.84°15'00"E.;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°29'49", A DISTANCE OF 246.18 FEET;
THENCE S.79°45'11"E., RADIAL TO THE LAST CURVE, A DISTANCE OF 76.60 FEET TO A POINT ON THE ARC OF A 290.00 FOOT RADIUS CURVE WITH THE CENTER POINT BEARING S.79°45'11"E.;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°34'49", A DISTANCE OF 250.95 FEET;
THENCE N.59°49'38"E. A DISTANCE OF 476.48 FEET;
THENCE S.81°06'29"E. A DISTANCE OF 281.17 FEET;
THENCE N.52°22'52"E. A DISTANCE OF 236.57 FEET;
THENCE N.18°50'44"W. A DISTANCE OF 162.44 FEET;
THENCE N.18°59'48"E. A DISTANCE OF 266.03 FEET TO THE POINT OF CURVATURE OF A 230.00 FOOT RADIUS CURVE TO THE LEFT, WITH THE CENTER POINT BEARING N.71°00'12"W.;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°18'09", A DISTANCE OF 161.78 FEET;
THENCE LEAVING SAID CURVE N.45°26'23"E. A DISTANCE OF 203.80 FEET;
THENCE N.89°59'57"E. A DISTANCE OF 190.00 FEET;
THENCE S.45°34'34"E. A DISTANCE OF 423.96 FEET;
THENCE S.27°44'18"E. A DISTANCE OF 270.11 FEET;
THENCE S.07°51'12"E. A DISTANCE OF 878.24 FEET TO THE POINT OF CURVATURE OF A 290.00 FOOT RADIUS CURVE TO THE LEFT, WITH THE CENTER POINT BEARING N.82°09'11"E.;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°09'44", A DISTANCE OF 299.45 FEET;
THENCE LEAVING SAID CURVE S.00°00'00"E. A DISTANCE OF 150.00 FEET;
THENCE S.08°00'44"E. A DISTANCE OF 265.03 FEET;
THENCE S.82°19'14"E. A DISTANCE OF 73.49 FEET;

CENTRAL PARC CDD

THENCE S.20°34'37"E. A DISTANCE OF 373.99 FEET;
THENCE S.25°20'41"W. A DISTANCE OF 276.53 FEET;
THENCE S.25°53'48"E. A DISTANCE OF 179.85 FEET;
THENCE S.72°42'22"E. A DISTANCE OF 432.37 FEET;
THENCE N.73°47'42"E. A DISTANCE OF 159.34 FEET;
THENCE N.19°41'55"E. A DISTANCE OF 430.17 FEET;
THENCE N.36°26'12"W. A DISTANCE OF 776.03 FEET;
THENCE N. 10°04'09"E. A DISTANCE OF 206.48 FEET;
THENCE N.56°34'31"E. A DISTANCE OF 149.54 FEET;
THENCE N.24°42'09"E, A DISTANCE OF 550.36 FEET;
THENCE N.75°57'50"E. A DISTANCE OF 206.16 FEET;
THENCE S.54°34'16"E. A DISTANCE OF 317.41 FEET TO THE POINT OF BEGINNING.

CONTINING 9,019,275 SQUARE FEET, OR 207.054 ACRES, MORE OR LESS

TOGETHER WITH;

PARCEL IV:

A PORTION OF SECTION 29, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, PER PLAT THEREOF RECORDED IN PLAT BOOK 19, AT PAGES 32 AND 32-A THROUGH 32-C IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S.21°12'00"W. A DISTANCE OF 80.00 FEET TO THE NORTHWESTERLY CORNER OF LOT 60, BLOCK ONE IN THE AFORESAID NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, SAID NORTHWESTERLY CORNER ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF APPOMATTOX BOULEVARD AS PLATTED IN THE FIFTY-SECOND ADDITION TO PORT CHARLOTTE SUBDIVISION, AS RECORDED IN PLAT BOOK 2 L AT PAGES 13, 13-A THROUGH 13-NN IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND THE POINT OF BEGINNING;
THENCE CONTINUE S. 21°12'00"W. A DISTANCE OF 233.67 FEET TO THE NORTHERLY BOUNDARY OF SABAL TRACE COUNTRY CLUB;
THENCE N.54°34'16"W., A DISTANCE OF 103.17 FEET;
THENCE LEAVING SAID NORTHERLY BOUNDARY N.21°12'00"E., A DISTANCE OF 208.31 FEET TO THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF APPOMATTOX BOULEVARD;
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S.68°48'00"E. A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 22,100 SQUARE FEET, OR 0.507 ACRES, MORE OR LESS.

HAVING A COMBINED TOTAL AREA OF 9,041,375 SQUARE FEET, OR 207.561 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE WHERE THE WEST LINE OF BLOCK 1, NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE BEARS S.13°28'34"E.

CENTRAL PARC AT
NORTH PORT
PREPARED FOR
SABAL TRACE
DEVELOPMENT PARTNERS, LLC
NORTH PORT
FLORIDA

PHASE PLAN &
LOT COUNT

30A PROJECT
14850000
DATE
FEB. 2020
SCALE AS SHOWN
DESIGNED BY
CHECKED BY

Kimley-Horn
1412 JACKSON STREET, SUITE 2, FORT WORTH, TX 76102
PHONE: 817-339-3838 FAX: 817-339-4322
E-MAIL: KIMLEY-HORN@KIMLEY-HORN.COM

NO.	REVISIONS	DATE



SHEET NAME AND ALIGNMENT BOUNDARY	
SHEET 1	ST. VIA 101.00 - 101.00
SHEET 2	ST. VIA 101.00 - 101.00
SHEET 3	ST. VIA 101.00 - 101.00
SHEET 4	ST. VIA 101.00 - 101.00
SHEET 5	ST. VIA 101.00 - 101.00
SHEET 6	ST. VIA 101.00 - 101.00
SHEET 7	ST. VIA 101.00 - 101.00
SHEET 8	ST. VIA 101.00 - 101.00
SHEET 9	ST. VIA 101.00 - 101.00
SHEET 10	ST. VIA 101.00 - 101.00
SHEET 11	ST. VIA 101.00 - 101.00
SHEET 12	ST. VIA 101.00 - 101.00
SHEET 13	ST. VIA 101.00 - 101.00
SHEET 14	ST. VIA 101.00 - 101.00
SHEET 15	ST. VIA 101.00 - 101.00
SHEET 16	ST. VIA 101.00 - 101.00
SHEET 17	ST. VIA 101.00 - 101.00
SHEET 18	ST. VIA 101.00 - 101.00
SHEET 19	ST. VIA 101.00 - 101.00
SHEET 20	ST. VIA 101.00 - 101.00
SHEET 21	ST. VIA 101.00 - 101.00
SHEET 22	ST. VIA 101.00 - 101.00
SHEET 23	ST. VIA 101.00 - 101.00
SHEET 24	ST. VIA 101.00 - 101.00
SHEET 25	ST. VIA 101.00 - 101.00
SHEET 26	ST. VIA 101.00 - 101.00
SHEET 27	ST. VIA 101.00 - 101.00
SHEET 28	ST. VIA 101.00 - 101.00
SHEET 29	ST. VIA 101.00 - 101.00
SHEET 30	ST. VIA 101.00 - 101.00
SHEET 31	ST. VIA 101.00 - 101.00
SHEET 32	ST. VIA 101.00 - 101.00
SHEET 33	ST. VIA 101.00 - 101.00
SHEET 34	ST. VIA 101.00 - 101.00
SHEET 35	ST. VIA 101.00 - 101.00
SHEET 36	ST. VIA 101.00 - 101.00
SHEET 37	ST. VIA 101.00 - 101.00
SHEET 38	ST. VIA 101.00 - 101.00
SHEET 39	ST. VIA 101.00 - 101.00
SHEET 40	ST. VIA 101.00 - 101.00
SHEET 41	ST. VIA 101.00 - 101.00
SHEET 42	ST. VIA 101.00 - 101.00
SHEET 43	ST. VIA 101.00 - 101.00
SHEET 44	ST. VIA 101.00 - 101.00
SHEET 45	ST. VIA 101.00 - 101.00
SHEET 46	ST. VIA 101.00 - 101.00
SHEET 47	ST. VIA 101.00 - 101.00
SHEET 48	ST. VIA 101.00 - 101.00
SHEET 49	ST. VIA 101.00 - 101.00
SHEET 50	ST. VIA 101.00 - 101.00
SHEET 51	ST. VIA 101.00 - 101.00
SHEET 52	ST. VIA 101.00 - 101.00
SHEET 53	ST. VIA 101.00 - 101.00
SHEET 54	ST. VIA 101.00 - 101.00
SHEET 55	ST. VIA 101.00 - 101.00
SHEET 56	ST. VIA 101.00 - 101.00
SHEET 57	ST. VIA 101.00 - 101.00
SHEET 58	ST. VIA 101.00 - 101.00
SHEET 59	ST. VIA 101.00 - 101.00
SHEET 60	ST. VIA 101.00 - 101.00
SHEET 61	ST. VIA 101.00 - 101.00
SHEET 62	ST. VIA 101.00 - 101.00
SHEET 63	ST. VIA 101.00 - 101.00
SHEET 64	ST. VIA 101.00 - 101.00
SHEET 65	ST. VIA 101.00 - 101.00
SHEET 66	ST. VIA 101.00 - 101.00
SHEET 67	ST. VIA 101.00 - 101.00
SHEET 68	ST. VIA 101.00 - 101.00
SHEET 69	ST. VIA 101.00 - 101.00
SHEET 70	ST. VIA 101.00 - 101.00
SHEET 71	ST. VIA 101.00 - 101.00
SHEET 72	ST. VIA 101.00 - 101.00
SHEET 73	ST. VIA 101.00 - 101.00
SHEET 74	ST. VIA 101.00 - 101.00
SHEET 75	ST. VIA 101.00 - 101.00
SHEET 76	ST. VIA 101.00 - 101.00
SHEET 77	ST. VIA 101.00 - 101.00
SHEET 78	ST. VIA 101.00 - 101.00
SHEET 79	ST. VIA 101.00 - 101.00
SHEET 80	ST. VIA 101.00 - 101.00
SHEET 81	ST. VIA 101.00 - 101.00
SHEET 82	ST. VIA 101.00 - 101.00
SHEET 83	ST. VIA 101.00 - 101.00
SHEET 84	ST. VIA 101.00 - 101.00
SHEET 85	ST. VIA 101.00 - 101.00
SHEET 86	ST. VIA 101.00 - 101.00
SHEET 87	ST. VIA 101.00 - 101.00
SHEET 88	ST. VIA 101.00 - 101.00
SHEET 89	ST. VIA 101.00 - 101.00
SHEET 90	ST. VIA 101.00 - 101.00
SHEET 91	ST. VIA 101.00 - 101.00
SHEET 92	ST. VIA 101.00 - 101.00
SHEET 93	ST. VIA 101.00 - 101.00
SHEET 94	ST. VIA 101.00 - 101.00
SHEET 95	ST. VIA 101.00 - 101.00
SHEET 96	ST. VIA 101.00 - 101.00
SHEET 97	ST. VIA 101.00 - 101.00
SHEET 98	ST. VIA 101.00 - 101.00
SHEET 99	ST. VIA 101.00 - 101.00
SHEET 100	ST. VIA 101.00 - 101.00



THIS DOCUMENT CONTAINS THE PROPERTY LINES, LOT LINES, AND OTHER INFORMATION AND DATA AS SHOWN HEREON. IT IS THE RESPONSIBILITY OF THE CLIENT TO VERIFY THE ACCURACY OF THIS INFORMATION AND DATA. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO EVIDENCE OF ANY UNLAWFUL ACTS OR VIOLATIONS OF ANY APPLICABLE LAWS, ORDINANCES, OR REGULATIONS. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO EVIDENCE OF ANY UNLAWFUL ACTS OR VIOLATIONS OF ANY APPLICABLE LAWS, ORDINANCES, OR REGULATIONS. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO EVIDENCE OF ANY UNLAWFUL ACTS OR VIOLATIONS OF ANY APPLICABLE LAWS, ORDINANCES, OR REGULATIONS.

Exhibit B

Master Assessment Methodology Report, dated April 16, 2020

[See attached]

**CONSIDER APPROVAL OF
PRELIMINARY METHODOLOGY
REPORT**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**

RESOLUTION 2020-23

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON _____, 2020, AT _____ .M. AT THE OFFICES OF _____, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, *FLORIDA STATUTES*.

WHEREAS, the Board of Supervisors of the Central Parc Community Development District (the “Board”) has previously adopted Resolution 2020-22 entitled:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, in accordance with Resolution 2020-22, a Preliminary Special Assessment Roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of the District Manager, The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District Office”).

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT:

1. There is hereby declared a public hearing to be held at _____.m. on _____, 2020, at the offices of _____, Florida _____, for the purpose of hearing comment and objections to the proposed special assessment program for District improvements as identified in the Preliminary Special Assessment Roll, a copy of which is on file. Affected parties may appear at that hearing or submit their comments in writing prior to the hearing to the office of the District Manager, The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410.

2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Sarasota County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 16th day of April, 2020.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

INTERIM ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2020, by and between:

Central Parc Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “District”), and

Kimley-Horn and Associates, Inc., a Delaware corporation, with a mailing address of 1412 Jackson Street, Suite 2, Fort Myers, Florida 33901 (“Engineer”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“Uniform Act”), by ordinance of the City of North Port, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, the District intends to employ Engineer on an interim basis to perform engineering planning and/or study activities, as defined by separate work authorization(s) with a not to exceed a cumulative fee of Thirty-Five Thousand Dollars (\$35,000); and

WHEREAS, the Engineer shall serve as the District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of the services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and by this reference is incorporated herein as a material part of this Agreement.

2. SCOPE OF SERVICES. Engineer will provide general engineering planning and/or study services, as authorized by one or more Work Authorization(s) as defined herein, including:

- A. Preparation of any necessary reports and attendance at meetings of the District’s Board of Supervisors;

- B. Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks; and
- C. Any other items requested by the Board of Supervisors.

3. REPRESENTATIONS. Engineer hereby represents to the District that:

- A. It has the experience and skill to perform the services required to be performed by this Agreement.
- B. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements.
- C. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.
- D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

4. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized (“**Work Authorization**”). Authorization of services or projects under this Agreement shall be at the sole option of the District. A form of Work Authorization is attached hereto as **Exhibit A**.

5. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. Services rendered by Engineer under this Agreement shall not exceed the amounts specifically authorized by each written Work Authorization. One of the following methods will be utilized:

- A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.
- B. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or for recurring services or other projects where the District desires to use hourly compensation rates, the District and Engineer shall use the hourly compensation rates outlined in **Exhibit B** attached hereto. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific Work Authorization.

6. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- B. Expense of reproduction, postage and handling of drawings and specifications.

7. TERM OF CONTRACT. It is understood and agreed that this Agreement is for professional engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

8. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

9. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such other period as required by law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

10. OWNERSHIP OF DOCUMENTS.

- A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer, in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions

thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

11. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

12. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

13. COST ESTIMATES. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

14. INSURANCE. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the amounts set forth in **Exhibit C**. If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, the Engineer shall, without interruption, maintain the insurance for at least five (5) years after the termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties on all of the insurance policies listed in **Exhibit C** except with respect to the Worker’s Compensation Insurance and the Professional Liability for Errors and Omissions Insurance. Engineer shall furnish the District with the Certificate of Insurance and any applicable endorsements evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

15. CONTINGENT FEE. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

16. AUDIT. Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of Engineer involving transactions related to the Agreement. Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of all work under the Agreement.

17. INDEMNIFICATION. Engineer agrees to indemnify, defend, and hold the District and the District’s officers and employees harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, which may come against the District and the District’s officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done under this Agreement. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other

applicable law, liability under this section shall in no event exceed the greater of the insurance limits set forth in **Exhibit C** or Two Million Dollars (\$2,000,000). Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

18. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

19. SOVEREIGN IMMUNITY. Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

20. PUBLIC RECORDS. Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- A. Keep and maintain public records required by the District to perform the service;
- B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law;
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Engineer does not transfer the records to the District; and
- D. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Engineer or keep and maintain public records required by the District to perform the service. If Engineer transfers all public records to the District upon completion of this Agreement, Engineer shall destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. If Engineer keeps and maintains public records upon completion of the Agreement, Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT SPECIAL DISTRICT SERVICES, INC., THE OAKS CENTER, 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410, PHONE (561) 630-4922, EMAIL AT TWODRASKA@SDSINC.ORG.

21. EMPLOYMENT VERIFICATION. Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

22. CONFLICTS OF INTEREST. Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

23. SUBCONTRACTORS. Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

24. INDEPENDENT CONTRACTOR. The District and Engineer agree and acknowledge that Engineer shall serve as an independent contractor of the District. Neither Engineer nor employees of Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of Engineer, if any, in the performance of this Agreement. Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Engineer shall have no authority to represent as agent, employee, or in

any other capacity the District unless set forth differently herein or authorized by vote of the Board.

25. ASSIGNMENT. Neither the District nor Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

26. THIRD PARTIES. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns.

27. CONTROLLING LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties agree and consent to, for the purposes of venue, the jurisdiction of the courts of Sarasota County, Florida.

28. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as Engineer receives notification of the intent of the District to terminate the contract, Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets the District may have against the Engineer.

29. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees and paralegals' fees, expert witness fees and costs, at all judicial levels.

30. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

31. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

32. NOTICES. All notices, requests, consents and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or tele-copied to the parties, and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Engineer may deliver Notice on behalf of the District and Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) day’s written notice to the parties and addressees set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

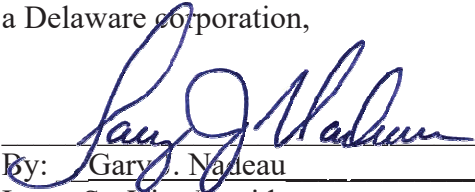
**CENTRAL PARC COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

KIMLEY-HORN AND ASSOCIATES, INC.,
a Delaware corporation,

Witness



By: Gary J. Nadeau

Its: Sr. Vice President

- Exhibit A:** Form of Work Authorization
- Exhibit B:** Rate Schedule
- Exhibit C:** Insurance Certificate

Exhibit A

WORK AUTHORIZATION # 1
_____, 2020

Central Parc Community Development District
City of North Port, Florida

Subject: **Work Authorization Number** 1

Dear Chairman, Board of Supervisors:

Kimley-Horn and Associates, Inc., (“**Engineer**”) is pleased to submit this work authorization to provide interim engineering services for the Central Parc Community Development District (“**District**”). We will provide these services pursuant to our current *Interim Engineering Services Agreement*, dated _____, 2020 (“**Engineering Agreement**”) as follows:

I. Scope of Work

The District will engage the services of Engineer on an interim basis to perform those services as necessary for the preparation of a District engineer’s report in connection with the issuance of District Bonds, construction administration, and attendance at meetings and bond validation proceedings regarding the District’s issuance of bonds, assist in meetings with parties involving special reports, feasibility studies, any other items requested by the Board of Supervisors.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, etc., pursuant to the Agreement. The total fee amount for the scope of work including reimbursement is not to exceed \$35,000.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for your consideration.

APPROVED AND ACCEPTED

Sincerely,

**CENTRAL PARC COMMUNITY
DEVELOPMENT DISTRICT**

**KIMLEY-HORN AND ASSOCIATES,
INC.**, a Delaware corporation

By: _____
Authorized Representative



By: Peter T. Van Buskirk, P.E.
Vice President

Exhibit B
RATE SCHEDULE

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst	\$115 - \$155
Professional	\$160 - \$200
Senior Professional I	\$200 - \$275
Senior Professional II	\$260 - \$310
Senior Technical Support	\$120 - \$180
Support Staff	\$80 - \$110
Technical Support	\$95 - \$120

Effective through June 30, 2020

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

Exhibit C

INSURANCE CERTIFICATE & ENDORSEMENTS